

AGREEMENT BETWEEN

**HEADQUARTERS,
U.S. ARMY AVIATION AND TROOP COMMAND**

AND THE

**NATIONAL FEDERATION OF FEDERAL
EMPLOYEES**

LOCAL 405

FEBRUARY 1994

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PREAMBLE

Pursuant to the policy set forth in Public Law 95-454 and subject to all applicable statutes and regulations issued by the Office of Personnel Management, and the Department of the Army, this Agreement, together with any and all subsequent supplemental agreements and/or amendments, constitute a total Agreement and is entered into by and between the United States Army Aviation and Troop Command, hereinafter referred to as the Employer; and the National Federation of Federal Employees, Local 405, hereinafter referred to as the Union; for the employees in the described unit, hereinafter referred to as Employees.

It is the intent and purpose of the Parties to this Agreement to promote and improve the efficient administration of the Federal service and the well-being, dignity and respect for Employees through the maintenance of a constructive and cooperative relationship between the Union and the Employer. This Agreement reflects the Parties' consensus relative to personnel policies, practices, procedures and matters affecting other conditions of employment; and provides a means for negotiation, discussion, and adjustment of matters of interest to the Employer, the Union, and Employees.

The Parties affirm that nothing in this Agreement is intended or may be interpreted as a waiver by the Union to exercise its rights under Executive Order 12871, dated October 1, 1993, or to pursue issues related to the implementation of the Executive Order separately this Agreement.

Therefore, the Parties agree as follows:

ARTICLE I - RECOGNITION AND UNIT DESCRIPTION

Section 1. The Employer recognizes the Union as the exclusive representative, under provisions of the Civil Service Reform Act of 1978, for Employees described in Section 2 of this Article. The Union recognizes its responsibility to represent the interests of all Employees without discrimination based upon race, color, creed, sex, age, handicap, or national origin, and without regard to labor organization membership, with respect to grievances, personnel policies and practices, and other matters affecting general working conditions.

Section 2. The recognized bargaining unit is described as:

INCLUDED: All professional and nonprofessional General Schedule and Wage Grade employees of Headquarters, U.S. Army Aviation and Troop Command (ATCOM), with duty stations in the Greater St. Louis Area, including all employees of the U.S. Army Administrative and Installations Support Activity (ATCOM) and all professional and nonprofessional employees assigned to the Charles Melvin Price Support Center, Granite City, IL.

EXCLUDED: Management officials, supervisors, and employees described in 5 USC 7112(B)(2), (3), (4), and (7).

ARTICLE II - MANAGEMENT RIGHTS AND OBLIGATIONS

Section 1. In the administration of all matters covered by this Agreement, the Parties and the Employees are governed by Chapter 71 of Title 5 of the United States Code and any other applicable statute, rule, regulation, or Executive Order.

Section 2. The Employer retains its rights as governed by Chapter 71 of Title 5 of the United States Code and any other subsequent applicable statutes.

ARTICLE III - EMPLOYEE RIGHTS AND OBLIGATIONS

Section 1. Each Employee shall have the right to form, join, or assist any labor organization, or to refrain from any such activity, freely and without fear of penalty or reprisal, and each Employee shall be protected in the exercise of such right.

Section 2. Each Employee has the right to act for the Union in the capacity of a representative and the right, in that capacity, to present the views of the Union to heads of agencies, the Employer, and other officials of the Executive Branch of the Government, the Congress, or other appropriate authorities.

Section 3. Employees shall have the right to file and process grievances under the negotiated procedure without the assistance of the Union.

Section 4. **Nothing in this** Agreement shall require an Employee to become or to remain a member of the Union or to pay money to the Union, except in accordance with Article VI - Voluntary Allotment of Union Dues.

Section 5. Employees shall have the right to raise a dissatisfaction or give testimony under the negotiated grievance procedure or any other available procedure for redressing alleged wrongs to an Employee, without fear of penalty or reprisal.

Section 6. The Employer agrees that Employees will be authorized a reasonable amount of official time to consult with Union representatives regarding representational issues. Employees will request approval from their supervisor for use of official time for these purposes. The Employer will provide an appropriate work center code to report approved time.

Section 7. Consistent with appropriate law and regulation, the Employer agrees to respect the privacy rights of Employees. As such, the Employer agrees to the following:

a. When representatives of the Employer meet with Employees regarding their conduct or performance, such meetings will be regarded as confidential and held in a private manner. Instructions and counseling will be given in a reasonable and constructive manner. Further, no electronic recording of these meetings may be made without mutual consent.

ARTICLE III - EMPLOYEE RIGHTS AND OBLIGATIONS (Continued)

b. Whenever the Employer meets with an Employee regarding the Employee's conduct or performance, the contents of the meeting will be documented. The Employee will receive a copy of the documentation, signing as acknowledgment of receipt. The Employee's signature in no way reflects agreement with the actual content of the document but merely that the counseling occurred.

c. If an Employee is to be served with a warrant or subpoena, it will be accomplished in private, whenever possible.

Section 8. Employees shall have the right to request and be represented at any examination in connection with any investigation, if the Employee reasonably believes that the examination may result in disciplinary action and makes a request for such representation. The Employer agrees to inform Employees of this right annually. Such right to representation does not apply to performance counseling. However, if a discussion intended as performance counseling evolves into an examination of an Employee in connection with an investigation, and the Employee can reasonably believe that disciplinary action may result, the Employee is entitled to representation if requested,

Section 9. Employee Records:

a. The Employee, or their designated representative, shall have the right to review the Official Personnel Folder (OPF) and any records pertaining to employment and disciplinary actions maintained in a system of records by the supervisor. This does not include supervisor's memory jogging records. "Memory Joggers" are to be used as such when providing guidance to management or for refreshing the supervisor's memory and not for a record of events. These items will be maintained and safeguarded from any formal system of records and will be treated as being confidential and sensitive. Records deriving from their use must be placed in the system of records and maintained in accordance with regulation and this Agreement.

b. The Standard Form (SF) 7B, Employee Record Card, is the Employer's record of individual Employee employment history, performance, and supervisory counseling. The SF 7B cards will be reviewed and discussed with the Employee during annual performance evaluation and at the time of each counseling and disciplinary entry. It may reflect records of oral admonishments and written warnings. All SF 7B entries will be accurate. Access to the SF 7B will be limited to those with an official need to know.

ARTICLE III - EMPLOYEE RIGHTS AND OBLIGATIONS (Continued)

Employees may request to review and receive a copy of their SF 7B at any time. Any references to formal or informal discipline which have expired must be deleted.

c. Documentation of disciplinary actions will be removed from an Employee's records upon expiration. Once withdrawn a formal Letter of Reprimand cannot be used or relied upon to support a subsequent disciplinary action, unless the Reprimand was already used as a basis for a subsequent action, while still current. In such an instance, a copy of that Reprimand will be retained in that adverse action file for the purpose of documenting an Employee's disciplinary record.

ARTICLE IV - UNION REPRESENTATION

Section 1. For the purpose of authorizing official duty time, the Union agrees to limit its representatives to twenty-five (25) Employees from the standard shift plus one additional representative for each nonstandard shift.

Section 2. The Parties agree that official duty time will not be authorized for Union officers or stewards to perform internal Union business. Examples of internal Union business include, but are not limited to: solicitation for membership; campaigning for, or participating in, Union elections; and performance of administrative functions related to benefits offered by the Union.

Section 3. Representational duties include but are not limited to the following:

- a. To represent Employees in the negotiated grievance procedure.
- b. To attend formal meetings as defined by 5 USC **7114(a)(2)(A)**.
- c. To represent Employees pursuant to 5 USC 7114(a)(2)(B).
- d. To attend briefmgs called by the Employer.
- e. To file/respond to grievances filed pursuant to Article XVI of this Agreement.
- f. To represent Employees in the formal disciplinary process.
- g. To investigate and prepare Unfair Labor Practice charges.
- h. To represent the Union on Management committees for which the Union is authorized representation.

Section 4. The Employer agrees that officially designated Union representatives may use official duty time to perform representational functions as described in Section 3 above. Such time will be limited to that which is reasonable, necessary, and in the public interest. Usage is restricted, except as specifically otherwise authorized, as follows:

ARTICLE IV - UNION REPRESENTATION (Continued)

- a. Union President - Maximum of 100% of available monthly manhours.
- b. One ~~other~~ Union official - Maximum of 100% of available monthly manhours.
- c. Three Union officials - Maximum of 50% of available monthly manhours.
- d. All other Representatives - Maximum of 25% of available monthly manhours.

Section 5. The use of official duty time is subject to the following procedures:

- a. The Employer and the Union agree that Union representatives will request **official** duty time from their immediate supervisor to perform representational duties. If the immediate supervisor is not available, their designee will be contacted.
- b. At the time of request, the Union representative will provide their supervisor/designee with the following information: the representational function to be performed; the amount of time requested; and the intended destination.
- c. **When** the requested official duty time is to be utilized to perform a representational function and the amount of time requested is reasonable and necessary, the supervisor/designee will either approve release for the time requested or initiate discussions exploring alternative times for release based on job requirements and representational need. If the request cannot be approved or no alternative time can be mutually agreed upon, the supervisor/designee will, upon request, provide the representative in writing with the reasons for not approving the request and of reasonable alternative times for release. Deferral of the use of official duty time will be recognized as a basis for extension of time limits for grievance processing as outlined in Article XVI, Section 6c of this Agreement.

Section 6.

- a. Union representatives will, consistent with the Employer's mission and upon written request, be excused without charge to leave to attend Union-sponsored training sessions, provided that the subject matter of the training is of mutual concern to the Employer and the Union. Requests for administrative excusal will be submitted to the Employer as far in advance as possible, but at least ten (10) workdays prior to the date requested. Requests submitted less than ten (10) workdays prior to the training may be

ARTICLE IV - UNION REPRESENTATION (Continued)

approved if submitted sufficiently in advance to permit the Employer to accomplish necessary administrative actions. If granted, administrative excusal may also be retroactively substituted for approved annual leave/leave without pay. Requests will include a copy of the agenda or program and a description of the training for which excusal is requested. Administrative excusal for this purpose will cover portions of the training sessions that meet the foregoing criteria.

b. Items of mutual concern include only issues for which the Union performs an officially recognized representational function.

c. The Employer agrees, subject to minimum staffing requirements, to approve Union representatives' requests for annual leave and/or leave without pay for any portion(s) of a training session for which administrative excusal is not appropriate,

d. A total of five hundred (500) hours per calendar year is authorized for this purpose. An individual Union representative may use no more than forty (40) hours per calendar year.

Section 7. All Union representatives will properly report all official duty hours spent in pursuance of Union representational duties under labor performance codes provided by the Employer.

ARTICLE V - NEGOTIATIONS

Section 1. Negotiation of amendments and supplements to this Agreement, as well as changes in working conditions, may be requested by either the Employer or the Union.

Section 2. When the Employer notifies the Union of changes in working conditions, the notice will be in writing. All bargaining will be to the fullest extent required by law prior to effecting changes.

Section 3. All requests for negotiations will be in writing specifying the subject of the request. The Parties agree to begin negotiations no later than twenty (20) workdays after the receipt of the request for negotiations. The product of negotiations will be in writing, signed by the Parties, and will have the full legal force and effect of this Agreement.

ARTICLE VI - VOLUNTARY ALLOTMENT OF UNION DUES

Section 1. Union dues shall be deducted by the Employer from an Employee's pay each biweekly pay period when an Employee voluntarily authorizes such a deduction by executing SF 1187, Request for Payroll Deduction for Labor Organization Dues, and the Union submits the form to the servicing Defense Finance and Accounting Service (DFAS) Office. Employees may obtain an SF 1187 from the Union.

Section 2. Deductions shall begin with the first full pay period that commences after receipt of the completed form by the servicing DFAS Office.

Section 3. The Union shall notify the servicing DFAS Office when the dues structure changes. The change shall be effected at the beginning of the first full pay period after receipt of such notice.

Section 4. A biweekly remittance check will be prepared at the close of each pay period for which deductions are made and provided to the Treasurer of the Union. The check will be for the total amount of dues withheld for that pay period. With the check, the Employer will provide the Union with an alphabetical listing of the names of Employees and amounts withheld. The list will also include the names of those Employees for whom dues have been temporarily stopped along with the reason.

Section 5. The Union will immediately notify the Employer, in writing, when a member of the Union is expelled or ceases to be a member.

Section 6. An Employee may request revocation of the allotment for the payment of dues by properly completing SF 1188, Cancellation of Payroll Deductions for Labor Organization Dues, and submitting it directly to the servicing DFAS Office. An SF 1188 is obtainable through the Employer. The SF 1188 must be submitted to the servicing DFAS Office no earlier than thirty (30) calendar days and no less than fifteen (15) calendar days prior to the anniversary date of the start of the Employee's dues withholding. Incomplete SF 1188s, or those received outside these time limits, will be returned to the Employee. Correctly submitted forms will be processed and revocation shall be effective at the start of the first full pay period following the anniversary date of the start of the Employee's dues withholding. The duplicate copy of the SF 1188 completed by the Employee will be forwarded to the Union to serve as notification of the revocation.

ARTICLE VI - VOLUNTARY ALLOTMENT OF UNION DUES (Continued)

Section 7. Employees will be reimbursed for erroneous deductions as soon as possible after said funds are returned from the Union.

Section 8. Employees who have elected voluntary Union dues withholding and are subsequently temporarily assigned outside the bargaining unit will have their dues withholding suspended during the term of the temporary assignment. Dues withholding will be reinstated after the Employee's return to a bargaining unit position by the Union's submission of the Employee's SF **1187** which was the basis of dues withholding prior to suspension, through the Civilian Personnel Office for verification, to the servicing DFAS Office.

Section 9. The Employer also agrees to deduct, upon request by the Union, all back dues for Employees from whom payment of allotments had been temporarily suspended due to insufficient income during a pay period.

ARTICLE VII - OCCUPATIONAL SAFETY AND HEALTH

Section 1. The Employer agrees to institute an occupational safety and health program meeting the requirements of the Occupational Safety and Health Act of 1970 (OSHA); Executive Order 12196; Chapter XVII of Title 29, Department of Labor Rules and Regulations; and 29 CFR Part 1960.

Section 2. The Employer agrees to include a representative of the Union on the Employee Safety Committee. The Employer agrees that the Union's representative will receive the same training, under the same conditions, as other Committee members.

Section 3. When safety inspections are conducted by higher headquarters in areas where Employees work, the Union will be notified and a Union representative will be permitted to accompany the inspector or inspection team. When other scheduled safety inspections are conducted in areas where Employees work, the Union will also be notified in advance and a Union representative will be permitted to accompany the inspector or inspection team.

Section 4. The Employer agrees to provide the Union with a copy of safety inspections of areas where Employees work.

Section 5. Any notice of an unsafe or unhealthy working condition issued as a result of a higher headquarters inspection will be posted at or near each location where such condition exists. Each notice will remain posted until the unsafe or unhealthy condition has been remedied.

Section 6. The Employer agrees to provide safe and healthful working conditions and equipment in consonance with standards promulgated under the Occupational Safety and Health Act of 1970, to include OSHA ergonomic policies and guidance. In consonance with Chapter XVII, Title 29, Department of Labor Rules and Regulations, the Employer shall post and keep posted a notice or notices informing Employees of the protections and obligations provided for in the OSHA.

Section 7. The Employer agrees to provide adequate _____ and ventilation in work areas as defined in OSHA and/or other appropriate regulations.

ARTICLE VII - OCCUPATIONAL SAFETY AND HEALTH (Continued)

Section 8. The Employer will provide suitable protective clothing, equipment, and safety devices for Employees engaged in activities requiring same. Employees will utilize the clothing, equipment, or safety devices provided.

Section 9. The Employer shall encourage Employees to work safely and to report any observed unsafe or unhealthy conditions to the Employee's immediate supervisor.

Section 10. When an Employee believes that they are subject to conditions so severe that short-term exposure to such conditions would be detrimental to health or safety, they shall report the condition to the immediate supervisor. The Employer will evaluate and, when deemed appropriate by the Employer, grant the Employee immediate relief from any unsafe or unhealthy circumstances pending resolution of the problem.

Section 11. When short-term exposure requires immediate solution and it is not possible to obtain Employer concurrence beforehand, the Employee at their discretion may leave the unsafe condition and immediately report to the supervisor.

Section 12. The Union, an Employee, or a group of Employees, who believe that work is being required under unsafe or unhealthy conditions beyond the normal hazards inherent in an operation, may request through the immediate supervisor a ruling from the safety official.

Section 13. Employees should immediately report all injuries or illnesses which occur on the job to their supervisor. The Employer will then, as soon as possible, explain to the Employee their rights and options under the Federal Employee's Compensation Act, supply the Employee with the appropriate Office of Worker's Compensation Program (OWCP) forms, and ensure that the forms are properly completed. The injured Employee shall be supplied with a copy of the completed forms. The Employer shall process and promptly forward the Form CA- 1, Federal Employee's Notice of Traumatic Injury and Claim for Continuation of Pay/Compensation, to OWCP when an Employee sustains an on-the-job injury or contracts an occupational disease and elects to file a claim. Employees who are temporarily unable to perform their regular assigned duties because of illness or injury, but who are capable of returning to or remaining in a duty status, may be detailed to work assignments compatible with their physical condition or have their regularly assigned duties temporarily tailored to their physical limitations.

ARTICLE VII - OCCUPATIONAL SAFETY AND HEALTH (Continued)

Section 14. The Employer will provide appropriate occupational health and safety training to promote Employee safety and to minimize the loss of productive time due to preventable injuries and illnesses. Additionally, the Employer shall instruct Employees in safe working habits, practices, and procedures with regard to their specific job assignments.

Section 15. The Employer agrees to initiate appropriate action with the General Services Administration so that indoor air quality is in accordance with OSHA regulations and guidance and/or other applicable regulations.

ARTICLE VIII - HEALTH SERVICES

Section 1. The Employer agrees to provide for an Occupational Health Services and Preventive Medicine Program. Participation in this Program, except for mandatory job-related medical monitoring examinations, shall be voluntary. Examinations, immunizations, briefings, and consultations as described below shall be provided on official duty time at no cost to the Employee. Access to individual Employee medical records will be based upon applicable law and regulations.

Section 2. The Employer agrees to make arrangements for the following health services:

- a. Immunizations, based upon availability, necessary to safeguard the health of Employees.
- b. Physical examinations for Employees in accordance with current regulatory requirements.
- c. Appropriate health information and screening programs.
- d. Periodic examinations of Employees whose duties expose them to physical contaminants, such as communicable disease, radiation, excessive noise, or toxic agents.
- e. Prompt medical treatment and facilities for Employees who are injured or become ill on the job during normal business hours.
- f. Ambulance service in emergency/life-threatening situations, as individual circumstances warrant. The need for ambulance service will normally be determined by medical personnel of the Occupational Health Clinic. When the Clinic is closed, Employees may summon ambulance service; however, determinations for payment by the Employer will be on a case by case basis.

Section 3. The Employer may direct Employees to take routine medical examinations without cost to the Employee, in accordance with applicable laws and regulations. When such examinations are directed, the Employer agrees to provide the Employee with the opportunity to submit medical documentation from their personal physician and to review and consider such documentation.

ARTICLE IX - COUNSELING PROGRAM

Section 1. The Parties recognize that an Employee's personal problems can diminish their job performance and/or result in misconduct. The Parties recognize that these problems may be treatable, and Employees can be returned to acceptable levels of performance and conduct. The Parties also recognize the need for confidentiality concerning all Counseling Program activities.

Section 2. The Employer agrees to maintain an effective Counseling Program that meets the requirements of applicable laws, regulations, and guidelines to promote resolution of personal problems and furnish assistance in restoring performance and conduct to acceptable levels. Nothing in this Article constitutes a waiver of the Union's right to bargain.

Section 3. Employees will not be charged leave when participating in on-site Program activities.

Section 4. Employees will not be subject to administrative or disciplinary actions because of their participation in the Program. Supervisors observing diminished performance or misconduct will advise the Employee of the availability of the Counseling Program. The Employee will be advised of their right to Union representation in accordance with the labor relations statute and this Agreement.

Section 5. The Employer agrees that Employees identifying alcohol or drug abuse as the underlying cause for their performance problem or misconduct will be afforded all related rights under the Program prior to effecting administrative action.

Section 6. The Employer's policy for the Counseling Program shall be posted on official bulletin boards. The Employer agrees to use appropriate methods to communicate the policy of the Counseling Program to disabled Employees.

ARTICLE X - POSITION DESCRIPTIONS

Section 1. The Parties agree that the accurate classification of duties and responsibilities assigned to Employees is necessary to assure appropriate compensation. The Employer agrees to exercise its classification authority in accordance with governing law and applicable rules and regulations including Office of Personnel Management classification standard criteria.

Section 2. The Employer agrees that Employees are entitled to and will be furnished a complete and accurate position description which shall be reviewed annually. Questions regarding the accuracy of the position description may be raised with the supervisor.

Section 3. The phrase “performs other duties as assigned” is included in the description to refer to those duties which are not major duties of the position, but which are reasonably related to those major duties and are performed on an occasional basis. The Employer agrees that Employees will not routinely be assigned work which does not relate to the major duties of their position without amending the position description. However, it is understood that job descriptions serve as no limitation on the right of the Employer to assign duties to Employees.

Section 4. Employees may appeal the title, series, or grade of their officially assigned position description at any time. The Employer agrees to inform Employees of the Office of Personnel Management procedures for appealing the title, series, or grade of their officially assigned position description when requested.

ARTICLE XI - PERFORMANCE MANAGEMENT

Section 1. Counseling Checklists/Support Forms

a. Annual Counseling Checklists/Support Forms, to include Areas of Special Emphasis/Objectives, will be developed for each Employee.

b. Current position descriptions will be used in the completion of Counseling Checklists/Support Forms.

c. Towards the beginning of each new rating period and at other times that the Areas of Special Emphasis/Objectives are changed, Employees will be given the opportunity and encouraged to participate in the development of their Counseling Checklist/Support Form.

d. Changes to Counseling Checklists/Support Forms may be made at any time during the rating period; however, Performance Ratings will not be rendered using changed Areas of Special Emphasis/Objectives when the changes are significant and were effected less than one hundred and twenty (120) calendar days in advance of the end of the rating period.

e. When Areas of Special Emphasis/Objectives contain individual Performance Standards, they will be established at the "Success" level reflecting appropriate requirements and performance determining factors such as quality, quantity, and timeliness of work, when necessary.

Section 2. Performance Reviews (Face-to-Face Discussions):

a. All Employees will receive a performance review at a minimum during the midpoint of their rating period, i.e., approximately between the two (2) week period before and after the actual midpoint of the Employee's rating period.

b. Periodic performance reviews will be conducted on an individual, as needed basis. Employees whose performance is recognized as failing to meet one or more Area of Special Emphasis/Responsibility/Objective shall be notified and provided appropriate guidance to assist the Employee in improving their performance. This performance review will be documented, with a copy being provided to the Employee.

ARTICLE XI - PERFORMANCE MANAGEMENT (Continued)

Section 3. An Employee's Performance Rating will normally be the result of the application of Performance Standards listed on the Counseling Worksheet/Support Form against the Employee's performance. Except for appropriate extensions and/or other rating requirements, Employees will normally receive a Performance Rating on an annual basis. The Rating will be completed within forty-five (45) calendar days of the end of the normal or extended rating period.

Section 4. Performance-Based Actions:

a. The Employer agrees to provide Employees with a written Performance Improvement Plan (PIP) and a reasonable opportunity to improve (normally a minimum of ninety (90) calendar days) prior to initiation of action to demote or remove the Employee based upon unsuccessful performance. The PIP will explain that initiation of action to demote or remove may begin if the Employee's performance fails to improve in accordance with the PIP or the Employee's improved performance is not sustained for one year.

b. Action to demote or remove an Employee for unsuccessful performance will be initiated by a notice to the Employee. At a minimum the notice will include:

- (1) The nature of the proposed action.
- (2) Identification of the Areas of Special Emphasis/Responsibilities/Objectives which the Employee has failed to meet.
- (3) A specific explanation of the performance that is the basis for the action.
- (4) The Employee's right to respond verbally and in writing within fifteen (15) workdays.
- (5) The Employee's right to be represented.

ARTICLE XII - AWARDS

Section 1. The Union will be permitted a member on the Incentive Awards Committee. Except for issues exclusively related to non-bargaining-unit employees, the Union representative will be a voting member of the Committee with equal rights and privileges.

Section 2. The Employer agrees to establish an Army Ideas for Excellence Program in which suggestions are given timely due consideration. An Employee may request reconsideration of a nonadopted suggestion or an investigation if the Employee believes that all or a portion of the suggestion has been adopted during the period in which they maintain proprietary rights. Cash awards will be granted for adopted suggestions in accordance with applicable regulations.

ARTICLE XIII - PAY

Section 1. Wages, including overtime, holiday and premium pay, will be paid in accordance with this Agreement and applicable law and regulations.

Section 2. Payroll errors resulting in a loss to an Employee of 20% or more of the Employee's net earnings will be corrected and payment disbursed expeditiously after notification by the Employee to the servicing DFAS Office by completion of the applicable forms.

Section 3. If an Employee is overpaid for any reason, fees and reimbursement may be withheld from the Employee's pay once the Employee fails to respond to a notice that the full amount will be withheld from the following pay period(s), unless the Employee makes other acceptable arrangements with the servicing DFAS Office. Employees who have been overpaid may request a waiver for the repayment of such monies. Upon request, the Employer agrees to assist Employees in obtaining the appropriate waiver forms.

ARTICLE XIV - EMPLOYEES WITH DISABILITIES

Section 1. The Employer agrees to comply with provisions of the Rehabilitation Act of 1973, as amended, and to fulfill its legal obligations to Employees with disabilities. An Employee with a disability is defined as one who has a physical or mental impairment which substantially limits one or more of their major life activities and has a record of such an impairment, or is regarded as having such an impairment. A physical or mental impairment is:

- a. Any physiological disorder or condition, cosmetic disfigurement, or anatomical loss affecting one or more of the following body systems: neurological, musculoskeletal, special sense organs, cardiovascular, reproductive, digestive, genitourinary, hemic and lymphatic, skin and endocrine; or
- b. Any mental or psychological disorder, such as mental retardation, organic brain syndrome, emotional or mental illness, and specific learning disabilities.

Section 2. The Employer agrees to publicize regulations, policies and procedures related to the employment of Employees with disabilities in a timely and appropriate manner. The Employer will make this information available in accessible formats.

Section 3. It is recognized that reasonable accommodation may be provided to enable an Employee with a disability to perform their assigned duties. Reasonable accommodation is a logical change or adjustment to a job or work site that makes it possible for an otherwise qualified Employee with disabilities to perform the essential functions of a position. Such accommodation would be individualized, based on the certified disabilities/abilities of the Employee. It is recognized that input from the Employee is a primary source of information in determining appropriate accommodations. Accommodations which may be provided include, but are not limited to:

- a. Restructuring jobs.
- b. Adjusting work schedules.
- c. Flexible leave.

ARTICLE XIV - EMPLOYEES WITH DISABILITIES (Continued)

- d. Modifying work sites.
- e. Specialized equipment and assistive devices.
- f. Readers.
- g. Interpreters.
- h. Personal Care Assistants.

Section 4. Employees with disabilities will be treated fairly and equitably with regard to the application of personnel policies related to promotions, reassignments, awards, training and career development.

Section 5. Employees whose disabilities manifest themselves on a routine basis in the work place or who are included in “targeted groups” (i.e. mobility impaired, hearing impaired, visually impaired, mentally impaired, and learning disabled) will be excused for eight (8) hours per calendar year, without charge to leave, to attend Union-sponsored training regarding the rights of Employees with disabilities. The Employer further agrees to provide a qualified interpreter for the hearing impaired for this training, provided the Union notifies the Employer of the date of such training sixty (60) calendar days in advance.

ARTICLE XV - DISCIPLINE

Section 1. Disciplinary actions under this Article include verbal or written reprimands, suspensions, demotions, or removals taken for disciplinary reasons. This Article does not apply to performance-based actions taken under 5 USC Chapter 43.

Section 2. The Employer agrees that disciplinary actions will be processed in a timely manner and taken for just cause as will promote the efficiency of the Federal service.

Section 3. Disciplinary action will be administered against offending Employees for corrective or punitive reasons depending upon the nature of the misconduct. Corrective disciplinary actions will be progressive.

Section 4. The Employer agrees to use the Agency Table of Penalties and to consider relevant modifying factors in selecting penalties.

Section 5. The Employer agrees to the following:

a. A notice of proposed action will be provided for disciplinary actions consisting of a suspension, demotion, or removal.

b. Notices of proposed action will include all required information and state the specific reason(s) for the action. While the Parties recognize that an action may be initiated at any time, the Employer agrees to attempt to provide proposals within twenty-five (25) workdays of becoming aware of the misconduct.

c. Except where there is justifiable cause to provide less time, the Employee will be provided fifteen (15) workdays to respond verbally and/or in writing to a notice of proposed action. Appropriate extensions may be afforded when requested.

d. Employees will be notified of their discipline-related rights, to include their right to Union representation and their right to grieve, in accordance with applicable laws and regulations. The Employer also agrees to include in decision letters a statement that future incidents of misconduct may result in more severe discipline, up to and including removal from the Federal service.

ARTICLE XV - DISCIPLINE (Continued)

e. When a notice of proposed action is provided, the Employer will issue a final decision within a reasonable time after the Employee's response or from the expiration of the time allowed for response.

f. Employees will be furnished two (2) copies of disciplinary proposals and decisions so that they may, if they choose, provide a copy to the Union. The first paragraph of these documents will read as follows: "You are being furnished a copy of this document to provide to the Union if you choose."

ARTICLE XVI - GRIEVANCE PROCEDURE

Section 1. The parties recognize the importance of resolving complaints promptly, fairly, and in an orderly manner. To accomplish this, an effort will be made to settle grievances expeditiously and at the lowest level of resolution.

Section 2. A grievance is any complaint by:

a. Any Employee concerning any matter relating to the employment of the Employee.

b. The Union concerning any matter relating to the employment of any Employee.

c. Any Employee, the Union, or the Employer concerning:

(1) The effect or interpretation or a claim of breach of this Agreement, or

(2) Any claimed violation, misinterpretation, or misapplication of any law, rule, or regulation affecting conditions of employment.

Section 3. The following subjects are excluded from the negotiated grievance procedure:

a. A violation relating to political activities.

b. Retirement, life insurance, or health insurance.

c. Suspension or removal under 5 USC 7532.

d. Any examination, certification, or appointment.

e. Classification of a position which does not result in the reduction in grade or pay of an Employee.

f. Discharge during probationary/trial period.

g. Termination of a temporary Employee's appointment.

h. Nonselection from a referral list.

ARTICLE XVI - GRIEVANCE PROCEDURE (Continued)

- i. Nonadoption of a suggestion.
- j. Proposals of disciplinary/performance based actions or notices of an opportunity to improve performance.
- k. Adverse action as a result of reduction in force.

Section 4. **Grievances** may be filed under the negotiated procedure by the Employer; by the Union, on its own behalf, or on the behalf of an Employee or group of Employees; or by an Employee or group of Employees on their own behalf. Only the Union may represent Employees in grievances under the negotiated grievance procedure if the Employee desires representation.

Section 5. The Employer agrees to provide data to the Union regarding grievances in accordance with 5 USC 7114(b)(4) and other applicable statutory and contractual provisions.

Section 6. The following procedures and conditions are established for the processing of Employee grievances filed under this procedure:

- a. Employee grievances will be processed in writing. The grievance will clearly state the nature of the dissatisfaction and the requested remedial action.
- b. Grievances will normally be initiated at Step 1, but may be initiated at any Step by mutual agreement.
- c. All time limits in the grievance procedure may be extended by mutual agreement between the Parties and will be made a matter of record.
- d. Failure to meet time frames:
 - (1) When the Employee is the grievant, failure of the Employer to observe the time limits for any Step in the grievance procedure will entitle the Employee to advance the grievance to the next Step.

ARTICLE XVI - GRIEVANCE PROCEDURE (Continued)

(2) When the Employee is the grievant, failure of the Employee and/or their representative to observe the time limits for any Step in the grievance procedure will result in termination of the grievance.

(3) When the Union is the grievant, failure of the Employer to observe the time limits for any Step in the grievance procedure will entitle the Union to advance the grievance to the next Step.

(4) When the Union is the grievant, failure of the Union to observe the time limits for any Step in the grievance procedure will result in termination of the grievance.

(5) When the Employer is the grievant, failure of the Union to observe the time limits for any Step in the grievance procedure will entitle the Employer to advance the grievance to the next Step.

(6) When the Employer is the grievant, failure of the Employer to observe the time limits for any Step in the grievance procedure will result in termination of the grievance.

e. If any Employee elects to discontinue employment or dies before a decision is accepted and no compensation is involved, the grievance will be terminated, except that the Union may elect to continue a grievance with bargaining-unit-wide application.

f. Group grievances may be processed as an individual grievance, if it is determined that the issues and circumstances are substantively the same in all aspects. If a group grievance is processed, all grievants must be identified and are bound to process the grievance throughout the procedure as a group; the majority shall make decisions. All grievants will be bound by the decisions of the majority.

g. At all phases of the grievance procedure, the parties will be permitted to call Employees, who shall remain in duty status, to provide information and testimony relevant to the grievance.

ARTICLE XVI - GRIEVANCE PROCEDURE (Continued)

Section 7 A grievance must be presented within twenty (20) workdays of the incident that gave rise to the grievance or within twenty (20) workdays of the date the grievant became aware of the incident. Failure to present a grievance within twenty (20) workdays, or to have the time limits extended in accordance with Section 6c, disqualifies the dissatisfaction from being processed under this procedure.

a. **Step 1.** Grievances shall be presented in writing on the grievance form by the grievant and/or their representative, if any, to the immediate supervisor or the lowest level management official with the authority to render a decision. The supervisor will obtain a grievance control number from the Management-Employee Relations Division of the Civilian Personnel Office. The grievance will be discussed with the grievant and/or representative within ten (10) workdays of receipt of the grievance form. A decision will be rendered on the grievance form within ten (10) workdays of the meeting.

b. **Step 2.** If the decision at Step 1 is unacceptable, the grievance may be elevated to the Director/Office Chief within ten (10) workdays after receipt of the Step 1 decision. The grievant and/or their representative will explain on the grievance form why the Step 1 decision is unacceptable. The Director/Office Chief, or designated representative, will hold a Step 2 meeting within ten (10) workdays of receipt of the grievance form. The Director/Office Chief, or designated representative, will issue a decision in writing on the grievance form within ten (10) workdays of the meeting.

c. **Step 3.** If the decision at Step 2 is unacceptable, the grievance may be elevated to the Commander, or designated representative, within ten (10) workdays after the Step 2 decision, by forwarding the completed grievance form through the Management-Employee Relations Division of the Civilian Personnel Office. The grievant and/or their representative will explain on the grievance form why the Step 2 decision is unacceptable. The Commander, or designated representative, will meet with the grievant and/or their representative within fifteen (15) workdays of receipt of the grievance form and render a written decision regarding the grievance within twenty (20) workdays of the meeting. This decision is final unless the Union invokes arbitration.

d. **Step 4.** If the grievant is dissatisfied with the decision rendered at Step 3, the Union may invoke arbitration in accordance with Article

ARTICLE XVI - GRIEVANCE PROCEDURE (Continued)

Section 8. Grievances between the Employer and the Union over the interpretation or application of this Agreement will be processed in the following manner:

a. **Step 1.** Either Party will notify the other Party by telephone within twenty (20) workdays of the alleged violation, or upon becoming aware of the alleged violation, of their intent to file a grievance. Point of contact for the Employer is the Civilian Personnel Officer and for the Union, the President of the Union. The charging Party will schedule a mutually agreeable time to meet, discuss, and seek informal resolution to the grievance within ten (10) workdays of the notification. A Memorandum for Record will be prepared by the Employer within five (5) workdays and signed by both Parties delineating the issues considered and any resolution or conclusions reached.

b. **Step 2.** If resolution is not reached at Step 1 and the Party alleging the infraction wishes to pursue the grievance, the grieving Party must notify the other Party in writing within ten (10) workdays of receipt of the Memorandum for Record. This notice will include the Article(s) and Section(s) of the Agreement which have allegedly been misapplied and/or violated, an explanation as to how such have allegedly been violated, the specific circumstances involved in the situation, and the remedial action requested.

c. **Step 3.** The Party receiving the grievance shall respond in writing within ten (10) workdays from receipt of the notification. The decision will be rendered by the Commander, or designated representative, for the Employer, and by the President of the Union for the Union.

d. **Step 4.** If the matter is still not resolved to the satisfaction of the grieving Party, the grievance may be submitted to arbitration in accordance with Article XVII.

Section 9. The Parties agree to protect the confidentiality of all privileged information revealed during the Steps of the grievance procedure.

Section 10. An Employee, if otherwise in an active duty status, may use official duty time, without charge to leave or loss of pay, for the purposes of securing advice on rights and privileges under governing regulations, for obtaining information or assistance pertaining to the grievance, and for preparation of the grievance. Such time will be limited to that which is reasonable and necessary based upon the complexity of the grievance, normally not to exceed eight (8) hours. Additional time may be requested and approved on a case by case basis based upon the complexity of the grievance issue(s).

ARTICLE XVI - GRIEVANCE PROCEDURE (Continued)

Section 11. Employees are entitled to select and be represented by a Union representative at each Step of the grievance process. A newly appointed Union representative may also attend a grievance meeting as an observer for training purposes. Nothing in this Article shall be construed to address or in any way limit the Employer's right to representation throughout the grievance process.

ARTICLE XVII - ARBITRATION

Section 1. Arbitration may be used to settle unresolved grievances arising under Article XVI between the Employer and the Union or the Employer and an Employee represented by the Union. Arbitration may be invoked only by the Employer or the Union. To invoke arbitration, a request for a list of seven (7) arbitrators must be submitted by either Party to the Federal Mediation and Conciliation Service (FMCS) within twenty (20) workdays from the date of receipt of the final decision on the grievance. The Party requesting arbitration will advise the other Party concurrent with the request to the FMCS.

Section 2. The Parties shall meet within seven (7) workdays after receipt of the list of arbitrators to select an arbitrator, unless another time has been agreed to. If the Parties **cannot** agree upon one of the listed arbitrators, then the Employer and the Union will alternately strike one arbitrator's name **from** the list until one arbitrator's name is left. The remaining name shall be the duly selected arbitrator. The toss of a coin will determine who strikes first

Section 3. The arbitrator's fees and related expenses shall be borne equally by the Parties. The grievant may withdraw the grievance at any time prior to the actual convening of a hearing or submission of the case to the arbitrator. In such case, any accrued arbitrator's fees or expenses will be borne by the grievant. Any fees or expenses incurred due to postponement of the hearing will be paid by the Party requesting the postponement.

Section 4. **Unless otherwise** agreed, arbitration will be accomplished by a formal arbitration hearing, either expedited (as described in Section 5) or standard. Upon agreement, a stipulation of facts to the arbitrator may be used when both Parties agree to the facts at issue and that a hearing would serve no purpose. In this case, all facts, data, documentation, and arguments are submitted to the arbitrator with a request for a decision based upon the facts presented.

Section 5. Expedited Arbitration Procedure.

- a. The Union and the Employer must mutually agree to expedited arbitration.
- b. The purpose of expedited arbitration is to resolve grievances quickly, fairly, and efficiently. Arbitrators will be drawn from the St. Louis area to avoid paying travel and lodging expenses.

ARTICLE XVII - ARBITRATION (Continued)

c. The Parties agree to establish a panel of seven (7) local arbitrators who will rotate hearing cases. The arbitrators will be paid a standard fee for each case. (No more than \$500 per case.) The expense of arbitration will be paid equally by the Employer and the Union.

d. Hearings will last no longer than six (6) hours. The arbitrators will agree to render a bench decision within forty-eight (48) hours of hearing the case.

e. The Union and the Employer will not file briefs and agree that decisions rendered under the expedited procedure do not constitute precedent.

f. All grievances, if mutually agreed to, may be arbitrated under this procedure.

g. Invoking Expedited Arbitration. If either Party decides to invoke expedited arbitration, they must present a written request within ten (10) workdays of the final grievance decision. The point of contact for the Union will be the Union President, or designee. The point of contact for the Employer will be the Commander, or designee. If both Parties agree to expedited arbitration, the Commander, or designee, will arrange a mutually agreeable hearing date. The hearing will be held within twenty-five (25) calendar days of receipt of the written request to invoke expedited arbitration.

h. Selection of Arbitrators. A permanent alphabetized list of seven (7) arbitrators will be established to be used in a fixed rotation. The alphabetized rotation for selection of an arbitrator will be followed until an available arbitrator is secured.

1. Establishing the List of Arbitrators. The Parties will exchange a list of twenty (20) arbitrators within sixty (60) calendar days of the effective date of this Agreement. Names common to both lists are placed on a permanent list. If more than seven (7) names appear on both lists, alternate striking of names will reduce the list. (A coin toss will determine who strikes. If insufficient names appear, additional lists of twenty (20) names will be exchanged until seven (7) arbitrators have been selected. Once a list is established, either Party may unilaterally eliminate one arbitrator in any calendar year period. Arbitrators may be removed at any time by mutual agreement. If the list falls below seven (7) arbitrators, the Parties will exchange lists of replacement arbitrators within ten (10) workdays. The list of possible replacements will be limited to seven (7) candidates.

ARTICLE XVII - ARBITRATION (Continued)

Section 6. The arbitration hearing will be held during the regular day shift work hours of the basic workweek. The grievant, representative, and any Employee witness(es) who are members of the bargaining unit and otherwise in a duty status shall be excused from duty without loss of pay or charge to annual leave to participate as required in the arbitration hearing. Employees whose attendance at a hearing conflicts with their scheduled tour of duty will be allowed to adjust their tour for the day(s) on which their presence is necessary at the hearing.

Section 7. The arbitrator will be requested by the Parties to render a decision as quickly as possible after the conclusion of the hearing. The date which appears on the award shall be the date the award is mailed.

Section 8. The arbitrator may award attorney fees in accordance with current applicable rules and regulations.

ARTICLE XVIII - TRAINING

Section 1. The Parties recognize that the educational advancement of Employees is mutually beneficial and, therefore, agree that the training and development of Employees is a matter of primary importance. Payment of training costs or reimbursement of costs to Employees for approved training will be made in accordance with applicable laws, regulations and this Agreement.

Section 2. The Employer agrees to record training accomplishments in the Employee's Official Personnel Folder (OPF) in accordance with applicable regulations.

Section 3. The Employer agrees to provide orientation and required training to all new Employees and Employees newly assigned to different positions/duties. Additionally, Employees will be provided with training necessitated by the Employer's introduction of changes to the methods and means of accomplishing its work.

Section 4. The Parties recognize that the choice of subject matter, areas of training, selections and assignment of training priorities, and the selection of Employees to be trained are responsibilities of the Employer. The Parties agree that job-related training and associated travel is a duty assignment. The Employer agrees to select Employees for training based only upon bonafide training needs. Training needs will be determined on an on-going basis as well as through performance evaluation procedures. For determinations made during Performance Rating procedures, an Individual Development Plan will be prepared. Where there is a need for required job-related or essential training, the Employer agrees to make such training a high budgetary priority.

Section 5. Employees scheduled to attend formal training will adjust their work schedule to comply with the schedule of the training.

Section 6. The Employer agrees to maintain, and make available to Employees, information regarding job-related and self-development training and to provide guidance and assistance to interested Employees.

ARTICLE XVIII - TRAINING (Continued)

Section 7. The Employer agrees to provide qualified handicapped Employees with reasonable training to assist the Employees in satisfactorily performing their assigned duties.

Section 8. Employees may request an explanation from their organization's Training Coordinator when their request for tuition assistance or self-development training is denied.

Section 9. The Employer agrees that the Union may participate on the Command Training Committee as a nonvoting member.

ARTICLE XIX - MERIT SYSTEM

Section 1. The provisions of this Article apply to the filling of positions in the ATCOM bargaining unit with the exception of positions subject to mandatory career referral.

Section 2. The Employer and the Union agree that all promotion and placement actions will be effected in accordance with applicable law, regulations, and the ATCOM Merit Promotion and Placement Plan (MPPP), with the following exception. To the extent that the provisions of this Article conflict with the MPPP, the provisions of this Article prevail for the filling of bargaining unit positions.

Section 3. Sources. In deciding which source or sources to use, the Employer has an obligation to determine which is most likely to best meet its mission objectives, contribute fresh ideas and new viewpoints, and meet affirmative action goals.

Section 4. Competitive Procedures.

a. Area of Consideration. The area in which a search is made for candidates eligible for promotion, or reassignment/demotion to a position with promotional opportunity, is the area of consideration. The minimum area of consideration is the area which may produce a reasonable number of "highly qualified" candidates. The area of consideration will be determined by the Employer, taking into consideration Equal Employment Opportunity Affirmative Action goals and the number and quality of candidates expected. As a general rule, for positions GS-6 or below, the minimum area shall be no less than the directorate/office or equivalent. For positions GS-7 or above, the minimum area shall normally be no less than Headquarters, ATCOM.

b. When considering non-Army candidates under local competitive procedures, they will be rated, ranked, and evaluated, as nearly as possible, by the same methods as DA candidates. Office of Personnel Management (OPM) candidates are an exception to this requirement, as they are rated and ranked under OPM procedures.

ARTICLE XIX - MERIT SYSTEM (Continued)

Section 5. Non-Competitive Considerations. The Employer has the right to select from other appropriate sources on a non-competitive basis. These sources include, but are not limited to, reemployment priority lists, reinstatement eligibles, transfers from another agency, repromotion eligibles, reassignment or voluntary demotion eligibles, and candidates eligible for appointment under special authority such as the Veteran's Readjustment Assistance Program, Disabled Veterans' Program, or Individuals with Disabilities Program. Lateral reassignment and voluntary demotion requests will be handled in accordance with the ATCOM MPPP.

Section 6. Order of Placement Considerations, All placement actions and considerations will be governed by applicable laws and regulations or directions of higher authority as established in current laws, rules, and regulations.

Section 7. Methods of Locating Candidates. Vacancy announcements will be used to locate local candidates.

a. Vacancy Announcements. Each vacancy announcement will be open for application for a minimum of ten (10) workdays. "Open Continuous" announcements will be used whenever it is anticipated by the Employer that there will be recurrent vacancies for the same type of positions. Vacancy announcements will be posted on all official bulletin boards.

(1) Each announcement will contain:

(a) Title, series, grade, and short description of duties.

(b) Organizational and geographical location of the position.

(c) Summary of or reference to minimum qualification standards for basic eligibility (as outlined in OPM Handbook X- 118).

(d) List of any selective placement factors, (e.g., frequent travel, unusual working conditions, hours, etc.) determined essential to satisfactory performance. (Justification for the use of any selective placement factors will be maintained with the promotion records).

ARTICLE XIX - MERIT SYSTEM (Continued)

(e) Summary of job-related criteria factors to be used in determining which eligible candidates are ‘highly qualified’.

(f) Rating and ranking methods to be used.

(g) If appropriate, information regarding the known promotion potential of the position to assure that all applicants are aware of subsequent “career promotion” possibilities.

(h) Area of consideration.

(i) Opening and closing dates for receipt of application and how to apply. Cut-off dates for open continuous announcements.

Equal Employment Opportunity statement.

(2) Employees who would meet time-in-grade or qualifications requirements within thirty (30) calendar days of the closing date of the announcement will be considered qualified.

b. Candidate evaluation results of merit promotion and placement vacancy announcements may be used for up to six (6) months following the closing date of an announcement in order to fill similar positions that may arise within major organizations.

Section 8. Evaluating Candidates.

a. The Employer is responsible for the screening of all applicants for:

(1) Basic eligibility (minimum qualification standards, time-in-grade restrictions, etc.).

(2) Eligibility under selective placement factors.

ARTICLE XIX - MERIT SYSTEM (Continued)

b. Rating and Ranking:

(1) Supervisory appraisals will be used in the rating process; however, no candidate will be screened out for the failure of their supervisor to complete a rating. In the event the applicant has worked for their current supervisor less than one hundred and twenty (120) calendar days, their last immediate supervisor may complete the form.

(2) Panel members will be appointed by the Employer, based on criteria contained in DA and OPM regulations which, among other requirements, specify that members:

(a) Must occupy positions equivalent to or higher in grade than the position to be filled, and

(b) Must have the necessary technical competence.

(3) The panel will rate/rank all applicants who meet the basic requirements.

(4) Documentation will be developed by the panel for all basically qualified candidates which will show how the “highly qualified” candidates were identified.

(5) A selecting official or manager who approves the selection may not serve on the panel unless there are no other qualified raters available.

c. Referral Certificates:

(1) Candidates for promotion or placement shall be referred in alphabetical order on a selection certificate (DA Form 2600) to the selecting supervisor. The Employer may also designate the number of minorities and females on the certificate. Selecting officials will review the qualifications of all candidates referred to them on the referral and selection register.

ARTICLE XIX - MERIT SYSTEM (Continued)

(2) A reasonable number of “best qualified” candidates will be certified. That number will be determined by considering factors such as scores of qualified candidates on crediting plans and/or instruments, affirmative action goals, and number of applicants. **If** the minimum area of consideration has produced only one or two candidates who meet the highly qualifying criteria to a satisfactory level, these candidates can be referred without extension of the area, provided they are acceptable to the selecting official.

(3) All Employees in the minimum area of consideration who are referred for selection either competitively or noncompetitively shall be notified of the fact by the Employer.

d. Selection:

(1) The selecting official will normally fill a vacancy by selection of one of the candidates on the competitive selection certificate; however, they may select a candidate from the noncompetitive selection certificate.

(2) The selection is to be based on the selecting supervisor’s judgment of comparative qualifications of candidates referred. Supervisors shall be required to justify selections based on qualifications of candidates, if necessary to resolve grievances or complaints.

(3) Interviews will be optional. If interviews are to be conducted and the referral list contains ten (10) or less candidates, all referred candidates will be given the opportunity to be interviewed. If the referral list contains more than ten (10) candidates, the selecting official may reduce the number of candidates to be interviewed to a reasonable level by assessing each candidate’s qualifications against skills, knowledges, and abilities required for successful performance in the position and limiting interviews to those top ranking candidates.

e. Release of Selected Employees. After the required review of the action, the Employer will make the necessary contact to arrange the date for the selectee to report for duty. An Employee selected for promotion or placement will be released no later than the second pay period following date of selection.

ARTICLE XIX - MERIT SYSTEM (Continued)

Section 9. Temporary Promotions.

a. Competitive. The Employer agrees to the following provisions regarding competitive temporary promotions:

(1) Temporary promotions of more than one hundred and twenty (120) calendar days will be accomplished under competitive procedures. This requirement will not be circumvented by a series of short-term temporary assignments. Competitive procedures will apply if, after completing any proposed detail/temporary promotion, an Employee will have exceeded the maximum periods allowable (prior service under both previous details and temporary promotions included) in higher grade positions or positions with known promotion potential during the previous twelve (12) month period.

(2) The area of consideration for competitive temporary promotions may be narrower than for permanent placement.

(3) If the area of consideration for competitive temporary promotion was narrower than required for normal permanent placement, full competitive procedures shall apply when the position later is filled on a permanent basis.

b. Noncompetitive. The Employer agrees that temporary assignment to higher graded positions shall normally be accomplished by a temporary promotion when:

(1) The need for a temporary replacement is expected to last more than sixty (60) calendar days, and one Employee is to be assigned to the position. This does not preclude the Employer from detailing several different Employees to the position.

(2) The provisions of DOD Manual 1400-20-1M have been met in determining whether clearance of Priority Placement registrants is required.

(3) The Employee meets the minimum OPM qualification standards for the position.

ARTICLE XIX - MERIT SYSTEM (Continued)

c. The Employer agrees that all Employees to be temporarily promoted, competitively or noncompetitively, will be advised in advance of the temporary nature of the action and all conditions relating to it, including the expected duration. It shall also be made clear that the Employer, at its discretion, may terminate a temporary promotion at any time sooner than the “not to exceed” date.

Section 10. The Employer will document all details and temporary promotions in the Employee’s Official Personnel Folder (OPF) as follows:

a. Temporary promotions and details of more than thirty (30) calendar days will be in accordance with applicable regulations.

b. Employees may also document other detail assignments by submitting an SF-172 through their supervisor to receive assistance in describing the duties performed while on detail(s) and/or for Employer verification and acknowledgment of the experience. Where the experience gained was outside the Employer’s jurisdiction, the official will merely annotate their acknowledgment of experience.

Section 11. Priority/Repromotion Consideration.

a. Priority Consideration. If an Employee fails to receive proper consideration for promotion, the Employee must be considered for the next appropriate vacancy to make up for the consideration lost (i.e., given priority consideration for the next appropriate vacancy in the same title, series, grade, and promotion opportunity for which the Employee is a “highly qualified” candidate). The Employee will be referred as an exception to competitive promotion procedures along with others entitled to priority consideration. Any of the Employees referred as priority consideration candidates may be selected. An Employee will be entitled to priority consideration once for each time they were not properly considered. When the Civilian Personnel Office (CPO) has identified candidates entitled to priority consideration, further referral to appropriate vacancies will be delayed until such candidates are referred in order to avoid further missed opportunities.

b. Repromotion Consideration. The Employer agrees to maintain the established repromotion program for Employees demoted without cause.

ARTICLE XIX - MERIT SYSTEM (Continued)

Section 12. Information to Employees.

- a. The local MPPP will be made accessible to Employees.
- b. In addition to the above and the information provided in vacancy announcements, Employees will be provided with periodic information about the basic policies, principles, and procedures of the local MPPP; about the promotion and career opportunities available to them; and about the various means available for filling vacancies.
- c. Questions about the promotion program or specific promotion actions should be referred by an Employee to their supervisor for informal handling. Technical staff of the CPO will be available to assist the supervisor in answering their questions as needed.
- d. Information about a specific promotion action is available to any Employee who has filed as a candidate, upon written request to the CPO (AMSAT-B-R), as follows:
 - (1) Whether the Employee was considered for promotion and, if so, whether they were found qualified on the basis of the minimum qualification requirements for the position.
 - (2) Whether the Employee was one of those in the group from which selection was made.
 - (3) Who was selected for promotion.
- e. Upon written request of a candidate who was not referred among the “best qualified,” their supervisor will obtain information from the CPO as necessary regarding the areas in which the Employee needs to improve in order to increase future competitive opportunities, and counsel the Employee accordingly.

Section 13. Maintenance of Promotion Records. Promotion and placement actions will be documented in an Employee’s OPF and in temporary record files of each promotion action as specified by OPM, to provide clear evidence that actions are being effected in consonance with the policy and provisions of the local MPPP, to provide the basis needed for evaluation of the program, and for answering questions that may be raised about the program.

ARTICLE XIX - MERIT SYSTEM (Continued)

Section 14. Information to the Union. When an authorized representative of the Union requests information regarding specific promotion/placement actions, the request shall be in writing. The written request shall specify whether a statistical or depersonalized form of the information is acceptable. Disclosure of information will not be made unless provisions of law governing release of information to labor organizations are met and personal and sensitive data (i.e., marital status, age, handicapped designator, etc.) have first been deleted or the prior written consent has been obtained by the Union from the individual to whom the information requested pertains. Time required for grievants/representatives to obtain such information will be given due weight in determining need for extensions of time limits at any step of the grievance procedure.

ARTICLE XX - EQUAL EMPLOYMENT

Section 1. The Parties will cooperate in support of the Equal Employment Opportunity Program prohibiting discrimination because of age, sex, race, color, religion, handicap, or national origin. The Employer will provide a copy of the current EEO Plan of Action to the Union.

ARTICLE XXI - REDUCTION IN FORCE, OUTPLACEMENT AND FURLOUGH

Section 1. REDUCTION IN FORCE (RIF)

a. The competitive area to be used for RIF will be defined in accordance with applicable laws, rules, and regulations.

b. The Employer agrees to notify the Union of a contemplated RIF at least sixty (60) calendar days before the planned effective date and prior to any official notification to the Employees.

c. The Employer agrees to identify a projected date to issue RIF notices and to advise the Union of this date.

d. The Employer agrees to provide the Union with the number of bargaining-unit positions it plans to abolish from the competitive area.

e. The Employer agrees to request Voluntary Early Retirement Authority (VERA) in an attempt to minimize the impact of the RIF.

f. Subject to the provisions of 5 USC 7 114(b)(4), the Employer agrees to provide the Union with copies of related economic impact studies, all EEO-related studies/analyses related to the RIF, and a copy of the initial retention data to be used to conduct the RIF, as soon as each is finalized.

g. The Employer agrees to remind Employees at the time RIF planning is announced that their Official Personnel File should be current to assure their employment history is accurately documented.

h. The Employer agrees that Employees will be released from their competitive level in accordance with applicable laws, rules, and regulations,

i. In order to minimize the adverse impact of the RIF, the Employer agrees to suspend accessions into vacant bargaining-unit positions which could otherwise be used to avoid a RIF-related separation action provided an Employee to be separated qualifies for the position.

ARTICLE XXI - REDUCTION IN FORCE, OUTPLACEMENT AND FURLOUGH (Continued)

j. The Employer agrees to offer reemployment to Employees involuntarily separated by RIF in accordance with applicable laws, rules, and regulations.

k. The Employer agrees to afford Employees involuntarily changed to lower grade by RIF with repromotion rights in accordance with applicable laws, rules, and regulations.

1. Adverse actions caused by RIF which would be otherwise appealable to the Merit Systems Protection Board (MSPB) are excluded from the negotiated grievance procedure.

Section 2. OUTPLACEMENT

a. In the event a RIF becomes necessary, the Employer agrees to attempt to minimize involuntary separations by the implementation of an aggressive Outplacement Program. Such outplacement efforts will be implemented as soon as practicable after the need for a RIF becomes apparent. Examples of possible outplacement efforts include: the Army Career and Alumni Program (ACAP) seminars and services; a Job Fair; the Voluntary Separation Incentive Program; and Voluntary Early Retirement Authority.

b. Employees in receipt of Notices of Proposed Separation-RIF or Change to Lower Grade-RIF will be registered in all applicable OPM, DOD, and DA programs designed to assist in placement of Employees. Applicable regulations of each of these programs will apply.

c. The Employer agrees to timely notify state and local government agencies in order to obtain all available assistance in the placement and retraining of Employees.

Section 3. FURLOUGH OF THIRTY (30) CONSECUTIVE DAYS OR MORE.

Furloughs of thirty (30) consecutive days or more, or twenty-two (22) nonconsecutive workdays, will be implemented in accordance with OPM regulations governing RIF. The Employer agrees to provide the Union with advance notification of any planned furlough.

ARTICLE XXI - REDUCTION IN FORCE, OUTPLACEMENT AND FURLOUGH (Continued)

Section 4. FURLOUGH OF LESS THAN THIRTY (30) CONSECUTIVE DAYS.

a. Furloughs of less than thirty (30) consecutive days will be implemented in accordance with 5 CFR, Part 752. The Employer agrees to provide the Union with advance notification of any planned furlough. The Employer will identify, by position, mission-essential personnel.

b. Employees identified as “non-mission-essential” will be issued a notice for anticipated, or required, furloughs of thirty (30) days or less.

c. During furloughs of thirty (30) days or less based on a sudden emergency requiring curtailment of the Employer’s activities, to include an absence of appropriations by Congress, the following procedures will be followed:

(1) The normal thirty (30) day advance notice period and opportunity to answer are suspended.

(2) The Union and Employees will be notified as far in advance as practicable of such an emergency furlough.

ARTICLE XXII - LEAVE AND ABSENCE

Section 1. ANNUAL LEAVE.

a. Employees shall earn, accrue, and use annual leave in accordance with applicable laws and regulations. The use of annual leave is an entitlement of the Employee, subject to approval by the supervisor in accordance with actual work or minimum staffing requirements. Reasonable attempts will be made to accommodate Employees with respect to approving leave requests. Employees will cooperate with their supervisors in planning and scheduling annual leave. Employees will submit an SF 71 no later than three (3) pay periods prior to the end of the leave year to schedule all remaining “use or lose” annual leave.

b. When the supervisor determines that it is necessary to cancel previously approved annual leave, the reasons for such will be explained to the affected Employee. Cancellation of use of approved annual leave will be based upon the actual requirement for the Employee’s services during the period for which leave was previously approved.

c. While annual leave shall normally be scheduled in advance, personal circumstances may require Employee absences for which leave was not previously approved. Employees must contact their supervisor, or acting supervisor, to request approval of the use of annual leave within two (2) hours of the beginning of the Employee’s scheduled tour of duty. Requests from shift Employees must be within one hour of the beginning of the shift. When Employees are unable to reach their supervisor, or acting supervisor, they may either call again or may leave a message notifying their supervisor of their absence and their request for annual leave. This notification in no way implies approval of their leave request. Actual use of annual leave will be subject to the supervisor’s approval.

d. The Parties agree that the first pay period of the leave year will be considered an “open window” for purposes of Employees requesting leave for vacation and holiday periods. Decisions on leave requests received during the “open window” will be delayed until the end of the “open window,” except for requests for leave during the “open window” itself. Conflicts in approving leave requests submitted during the “open window” will be resolved in favor of the Employee with the earliest service computation date. Requests for leave submitted after the “open window” will be approved/disapproved on a first come/first serve basis.

ARTICLE XXII - LEAVE AND ABSENCE (Continued)

Section 2. SICK LEAVE.

a. Employees shall earn, accrue, and use sick leave in accordance with applicable laws and regulations. The use of sick leave is subject to the approval of the supervisor.

b. Employees incapacitated for duty because of illness must personally contact their supervisor, or acting supervisor, to obtain approval for the use of sick leave. The request for sick leave shall be within two (2) hours after the beginning of the Employee's scheduled tour of duty. Requests from shift Employees must be within one hour of the beginning of the shift.

c. When Employees call to request use of sick leave and are unable to reach their supervisor, or acting supervisor, they may either call again or may leave a message notifying their supervisor of their absence and their request for sick leave. This notification in no way implies approval of their leave request. Actual use of sick leave will be subject to the supervisor's approval.

d. Employees requesting sick leave in excess of five (5) consecutive workdays will be required to provide authentic medical certification documenting their incapacitation for duty prior to approval.

e. When a supervisor has substantive reason to suspect an Employee is abusing the sick leave privilege, they will counsel the Employee concerning the use of sick leave. If the suspected abuse of sick leave continues, the supervisor may require medical certification as to the reason for the absence for each and every charge to sick leave thereafter. The Employee shall be provided advance notice in writing of this requirement. This requirement will be reviewed by the supervisor after six (6) months to determine if it should be continued.

f. The Employer agrees to consider an Employee's request for advanced sick leave in cases involving serious illness. Before an advance of sick leave may be approved, an Employee must exhaust all accumulated sick leave and all "use or lose" annual leave which would be lost due to the length of the absence. Requests for advanced sick leave must be accompanied by medical certification of the incapacitation and the expected date of return to duty. At no time will the total amount of sick leave advanced to any Employee exceed two hundred and forty (240) hours.

ARTICLE XXII - LEAVE AND ABSENCE (Continued)

g. Sick leave for medical appointments that cannot otherwise be scheduled outside the Employee's tour of duty shall be requested as far in advance as possible in order to allow for effective work load planning.

ARTICLE XXIII - TOURS OF DUTY

Section 1. The administrative workweek shall be seven (7) consecutive days, Sunday through Saturday. The basic workweek shall be scheduled on five (5) consecutive eight (8) hour days, Monday through Friday, except when the Employer determines that it would be seriously handicapped in carrying out its functions or that costs would be substantially increased. When it is necessary, due to operational requirements, to establish a different basic workweek, the five (5) days will be scheduled within the administrative workweek. The two (2) days outside the basic workweek shall be consecutive. Holidays will not affect the designation of the basic workweek.

Section 2. The official duty hours of the Employer are 0730 to 1600. However, except for Employees assigned to organizational elements that operate under shift operations, Employees may, subject to the applicable Sections of this Article, be permitted to work under the Flextime/Compressed Work Schedule described below.

Section 3. Employees will be allowed a fifteen (15) minute rest period approximately midway during both the Employee's morning and afternoon work hours. These rest periods are not to be used to extend the lunch period or shorten the daily tour of duty. Supervisors retain the right to establish and change parameters during which Employees may utilize such rest periods.

Section 4. The Employer agrees to afford Employees flexible working hours privileges and a compressed work schedule privilege subject to the provisions in this Article. The principle of said privileges is to permit Employees maximum flexibility regarding the designation of their hours of duty without adversely impacting upon the Employer's ability to accomplish its mission.

Section 5. Employees may request to participate in Flexitime, subject to the following provisions:

- a. The flexible workday will be from 0630 to 1730.
- b. Core time shall be during the hours of 0900 through 1100 and 1300 through 1500. However, subject to supervisory approval, Employees may be permitted to be absent during core time without charge to leave, provided the Employee makes up the period of their absence during the flexible hours on the same workday as the approved absence from core hours.

ARTICLE XXIII - TOURS OF DUTY (Continued)

c. Employees afforded the Flexitime privilege may begin work at fifteen (15) minute increments between 0630 and 0900, subject to supervisory approval. Once approved, this will remain the Employee's tour of duty until changed by the supervisor or requested by the Employee and approved by the supervisor.

d. The Employer retains the right to exempt specified organizational elements/positions from participation in the Flexitime Program. The Employer agrees to notify the Union in writing of its decision to exercise this prerogative and the reasons thereto, in advance of implementation.

e. Employees will schedule a thirty (30) minute lunch period between 1100 and 1300. Supervisors retain the right to establish and change parameters during which Employees may take lunch breaks. Employees may, with advance supervisory approval, expand their lunch break to a total of two (2) hours by working an amount of time equivalent to the length of the expanded lunch, provided they complete eight hours of work or account for eight (8) hours of duty time by 1730 on that workday.

f. The Employer will have the right to require Employees to report for work for the official duty hours of 0730 to 1600 when work conditions require their presence; Employees may not flex on these days. When possible, the Employer will provide the Employee with advance notice of such requirement.

g. Newly assigned and/or reassigned Employees may be required to work the same hours as their immediate supervisor/trainer during their training period. The immediate supervisor will determine when training is adequate, after which the Employee may elect to choose their own workhours, subject to the other provisions of this Article.

h. Employees scheduled to attend m-house training will adjust their working hours to comply with scheduled classroom hours. Employees on TDY will adjust their working hours to comply with the host organization's hours.

i. The Parties agree that the Employer may suspend an individual Employee's Flexitime privilege if the Employer concludes that such privilege is being abused. Such suspensions shall be for a specific number of days.

ARTICLE XXIII - TOURS OF DUTY (Continued)

Section 6. In addition to Flexitime as described above, the Employer agrees to afford Employees, other than those assigned to shift operations, with a compressed work schedule privilege subject to the following provisions:

a. Employees may request a 5-4/9 work schedule which provides for an eighty (SO) hour pay period, consisting of two (2) basic workweeks, comprised of eight (8), nine (9) hour workdays; one, eight (8) hour workday; and one nonduty day. Use of this schedule, however, is subject to supervisory approval.

b. All provisions pertaining to the Flexitime privilege in Section 5 of this Article also apply to the compressed work schedule option, unless otherwise specified below or limited by the available hours in the flexible workday.

c. Employees may request to participate in the compressed work schedule option only during the first two (2) weeks of February and August of each year. If approved, the selected schedule becomes effective beginning the first full pay period after 1 March or 1 September.

d. Core time for the nine (9) hour workday shall be during the hours of 0800 through 1100 and 1300 through 1600.

e. The Employee may request any workday within the basic workweek as their nonduty day. Supervisors will review such requests to assure adequate staffing throughout the workweek. If approved, the Employee's nonduty day will remain the same throughout the six (6) month period unless a change is further approved by the supervisor.

f. Employees who are assigned to perform their duties at a different geographical site, i.e., temporary duty (TDY) involving travel, will adapt their work schedule to that of the TDY site. Necessary adjustments to the work schedule will be made to assure that eighty (80) hours are worked during each pay period.

ARTICLE XXIII - TOURS OF DUTY (Continued)

g. Training.

(1) Employees who are assigned to attend training will adapt their work schedule to the training schedule. When the Employer knows in advance of a pay period that an Employee on the 5-4/9 Work Schedule will perform training during that pay period at a location other than the Employer's, the Employee's tour of duty will revert to the regular eight (8) hour, five (5) day workweek. Necessary adjustments to the work schedule will be made to assure that eighty (80) hours are worked during each pay period.

(2) Local Training. Employees will be required to change their scheduled nonduty day or starting time to be present for local training. Employees are to return to their work site to complete a daily tour of duty after completion of the training class.

h. Premium Pay.

(1) Overtime pay. Work performed outside an Employee's 5-4/9 Work Schedule and in excess of nine (9) hours on a workday scheduled as a nine (9) hour workday, or in excess of eight (8) hours on a workday scheduled as an eight (8) hour workday, or in excess of eighty (80) hours in a biweekly pay period, is overtime work. The Employee is therefore entitled to overtime compensation as provided by applicable provisions of law and regulation.

(2) Holiday Pay. A full-time Employee who performs nonovertime work on a holiday, or a day designated as the "in lieu of" holiday, is entitled to basic pay plus premium pay for the holiday work, not to exceed nine (9) hours.

i. Absence and Leave.

(1) Holidays. When an Employee has three (3) consecutive nonworkdays off and a holiday falls on one of these nonworkdays, the following rules shall apply in designating the workday as the "in lieu of" holiday:

(a) When the holiday falls on the Employee's first nonworkday, the preceding workday shall be designated as the "in lieu of" holiday.

(b) When the holiday falls on the second or third nonworkday, the next workday shall be designated as the "in lieu of" holiday.

ARTICLE XXIII - TOURS OF DUTY (Continued)

(2) Annual and Sick Leave. Time off during an Employee's basic work requirement must be charged to the appropriate leave category unless the Employee is authorized compensatory time off or excused absence. For example, a full-time Employee who uses one day of annual leave will be charged leave for eight (8) or nine (9) hours depending on whether the leave was used on a eight (8) or nine (9) hour work schedule day. When it is mutually agreeable between the Employee and their supervisor, emergency leave used on a regularly scheduled workday may be traded for the scheduled day off, if it is within the same pay period.

ARTICLE XXIV - SHIFT OPERATIONS

Section 1. The Employer reserves the right to establish and change tours of duty called Shift Operations which are outside the basic workweek and/or include duty hours other than the official duty hours of the Employer or the expanded flexible working hour schedule. The Employer agrees to notify the Union, as far in advance as practicable, of its decisions to establish or change previously established shifts.

Section 2. **Data Processing Division:** **Shifts** will operate for a period of eight and one-half (8 1/2) hours to include a thirty (30) minute non-paid lunch period. Employees will be allowed a fifteen (15) minute rest period during each half of an Employee's regular eight and one-half (8 1/2) hour shift. Supervisors retain the right to establish and change parameters during which Employees may utilize such rest periods. The Employer agrees to follow the procedures below when filling vacant shift positions. Further, the Employer agrees to utilize such procedures, upon Union request, when the implementation of a Transfer of Function or reorganization changes the current shift assignments of Employees.

a. The Employer agrees to utilize Employee preferences to change their shift assignments when filling vacant positions with the same title, series, and grade of the Employee.

b. The Employer agrees to consider Employee requests to change their shift assignments when filling vacant positions at the same grade, but different title and/or series.

c. When the Employer chooses to fill a vacancy and all Employee preferences cannot be satisfied, the procedures below will be used to identify the Employees to be reassigned:

(1) Career Employees shall have preference over career-conditional Employees.

(2) Within the groupings listed in paragraph (1) above, those Employees having the longest time in current or higher grade in the same series will receive first preference.

(3) In the event of ties, Employees having the earliest service computation date will receive preference.

ARTICLE XXIV - SHIFT OPERATIONS (Continued)

(4) Career-conditional Employees attaining career status after initial permanent assignments are made cannot exercise their preference, as outlined above, until a vacancy occurs; nor will any Employee once selected for a permanent shift be displaced by another Employee solely based upon the career change.

(5) Current Employees will be given the opportunity to change their shift as set forth above when a vacancy occurs or when multiple vacancies for more than one shift are being filled. Employees selected from outside the Command to fill vacancies will be hired to a specific vacancy on a specific shift and may not exercise shift preference rights for a period of one year.

(6) Employees who are not assigned to their first choice of shift under the above mentioned criteria will be given the opportunity to be assigned to their second choice of shift based upon application of the same criteria. Any Employee not placed on first or second choice of shifts will be assigned to their third choice of shifts. The Employer agrees to establish and maintain rosters reflecting the above information regarding all shift Employees. These rosters will be posted and be available for review by the Union upon request.

Section 3. Command Operations Center The COC will operate seven (7) days a week, with shifts at 0700-1500; 1500-2300; and 2300-0700. Employee tours of duty will consist of five (5) consecutive days. Employees will be provided a paid twenty (20) minute meal period during each shift. Employees currently assigned to the COC will be given the opportunity to request a change in shift when a vacancy occurs on another shift and the Employer decides to fill such vacancy. Employees newly assigned to the COC will be placed in a specific vacancy on a specific shift and schedule.

ARTICLE XXV - OVERTIME

Section 1. Overtime work will be compensated in accordance with applicable laws and regulations.

Section 2. The need for overtime, the scheduling of overtime work, the nature of the work to be performed, the need for identifying specific skills, the priority of work to be performed, and the number of Employees to work overtime are to be determined by the Employer. First offers of overtime will be to those Employees who are already performing the duties during normal hours for which overtime is required. Otherwise, overtime assignments will be offered to Employees determined to have the knowledges and skills necessary to perform the overtime work on the basis of the number of cumulative overtime hours each has already worked or declined.

Section 3. Annual leave used by an Employee within a pay period will not affect the offer of overtime.

Section 4. Employees may be excused from a directed overtime assignment based upon justification acceptable to the Employer such as a personal emergency or medical incapacitation. In addition, an Employee may obtain relief from mandatory overtime if another Employee whom the Employer determines to be qualified to perform the overtime assignment is available, volunteers, and is approved by the Employer to work the overtime.

ARTICLE XXVI - TDY

Section 1. The Employer agrees to provide Employees with adequate notice when requiring Employees to travel.

Section 2. The Employer agrees to attempt to schedule travel and the performance of TDY work during normal business hours. If travel or TDY work is required beyond normal business hours, Employees will be compensated in accordance with applicable laws and regulations governing overtime.

Section 3. The Parties agree that TDY is a work assignment like any other; and, if directed by the Employer, the Employee will perform the TDY.

Section 4. The Employer agrees to only require Employees to travel in government aircraft or nonscheduled commercial aircraft as prescribed by the Joint Travel Regulation.

Section 5. The Parties agree that travel advances and reimbursements will be calculated and provided to Employees in accordance with the Joint Travel Regulation, the Department of the Army Charge Card and Travel Policy, and local implementing regulations. The Employer agrees to notify the Union in advance of implementation of any changes to these regulations/policies.

Section 6. When use of a Privately Owned Vehicle (POV) is authorized by the Employer for transportation to the TDY site, in-and-around mileage at the TDY location will be included only if the Employee would have received such mileage or been authorized a rental car if commercial means of transportation were used. Such mileage authorization will be in accordance with the Joint Travel Regulation.

Section 7. Employees who travel to government installations may be required to utilize government quarters, determined to be adequate by the Employer, when available at that installation, in accordance with applicable regulations. In the event that adequate government quarters, as determined by the Employer, are not available for the full duration of the TDY assignment, the Employee will be authorized to stay in commercial lodging.

ARTICLE XXVI - TDY (Continued)

Section 8. Employees whose normal duties are expected to require TDY in excess of 50% of the total number of the Employee's basic administrative work weeks during the fiscal year will be excused from the requirement to utilize government quarters when available.

Section 9. Employees will submit travel vouchers through their supervisors to the servicing Finance and Accounting Office within five (5) workdays after their return from TDY. Employees are subject to administrative fees if found negligent in filing and repayment of unused advances. Fees and reimbursements may be withheld from the Employee's pay once the Employee fails to respond to a notice that the full amount will be withheld from the following pay period unless the Employee makes other acceptable arrangements with the servicing Finance and Accounting Office. Such arrangements may provide for repayment, including fees and interest on the amount owed, over a series of pay periods.

Section 10. The Parties agree that it is the responsibility of Employees accepting issuance of an Army Charge Card to comply with the terms of the Card Company's Agreement, particularly with respect to use of the Card for OFFICIAL USE ONLY and the prompt payment of bills. Delinquency notices may be routed to Employees through their supervisors and continued failure to meet these obligations may result in disciplinary action,

Section 11. Employees assigned to duty, including training, at other locations within commuting distance and authorized to use their privately owned vehicle, will be entitled to reimbursement for parking, bridge tolls, and mileage that exceeds the Employee's normal commute.

Section 12. Employees on TDY will adjust their work schedule to comply with that of the TDY site.

ARTICLE XXVII - FACILITIES AND SERVICES

Section 1. The Employer agrees that all facilities and services provided under this Agreement shall be at the cost of the Employer.

Section 2. Union Office - The Employer agrees to provide the Union with space, no less than 900 square feet, to be used for a Union office. Utility services, cleaning, maintenance, intra-Command telephone, and office furnishings will also be provided.

Section 3. Bulletin Boards - The Employer agrees to allow the Union to retain the bulletin boards previously provided.

Section 4. Copies of the Agreement - The Employer agrees to print and distribute this Agreement and amendments/supplements to all Employees. Fifty (50) copies will be provided to the Union.

Section 5. Lists and Publications - The Employer agrees to provide the Union with the following:

- a. A copy of the Command strength report when developed by the Employer.
- b. A monthly listing of Employees reflecting their assigned title, series, grade, and organization.
- c. Copies of publications received through Army distribution from the Office of Personnel Management and all Agency and local policies related to personnel policies and working conditions that do not constitute guidance to Management.

Section 6. Reproduction Services - The Employer agrees to provide the Union with the use of quick-copy equipment to reproduce official correspondence and memoranda pertaining to representational activities.

ARTICLE XXVII - FACILITIES AND SERVICES (Continued)

Section 7. Internal Mail Service+ Subject to the conditions below, the Employer agrees to distribute the Union's "News & Views" publication. Failure to meet any of these conditions may result in the Employer suspending/canceling this service.

a. In compliance with 18 U.S.C. 1913, cited in paragraph B-9d of AR 600-50 dated 26 January 1988, the publications so circulated may not include any comments or statements intended or designed to influence in any manner any Member of Congress to favor or oppose, by vote or otherwise, any legislation or appropriation by Congress, whether before or after the introduction of any bill or resolution proposing such legislation or appropriation.

b. The Union agrees that the content of its publication will not violate any law, applicable regulation, provisions of this Agreement, Command security, or contain scurrilous or libelous material or any false or misleading information.

c. The Union agrees that its publications will not contain inflammatory language and will state their positions in a clear, business-like, impersonal manner.

ARTICLE XXVIII - COMMERCIAL ACTIVITIES PROGRAM

Section 1. The Employer agrees to notify the Union in writing concerning the Employer's consideration of contracting out work currently performed by Employees. The Employer f&her agrees to provide the Union periodic briefmgs throughout the contracting out process. The Employer agrees to seriously consider the views and recommendations of the Union before proceeding with a decision to contract out.

ARTICLE XXIX - PAST PRACTICES

Section 1. Past practices are defined as conditions of employment, not specifically covered in this Agreement, which are followed by both Parties or followed by one Party and known by the other Party but not challenged. To constitute the establishment by practice of a term and condition of employment, the practice must be a clear course of conduct consistently exercised for an extended period of time with the Employer's knowledge.

Section 2. Laws, OPM regulations and this Agreement take precedence over past practices. Other bonafide past practices are binding upon the Parties changed through the negotiation process.


ARTICLE XXX - EFFECTIVE DATE AND LIFE OF AGREEMENT

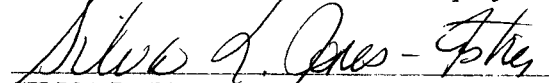
Section 1. This Agreement, amendments, and supplements thereto entered into between the parties will be executed upon the signature of the Commander and the President of the Union. This Agreement, amendments, and supplements thereto are subject to review by the Headquarters, U.S. Army Materiel Command, for statutory and regulatory compliance and will become effective upon approval or thirty (30) days after execution in the absence of disapproval.


Section 2. This Agreement shall remain in full force and effect for thirty-six (36) months from its effective date and shall henceforth be automatically renewed from year to year unless either party gives the other party written notice of intent to propose changes, either in its entirety or in part. Such notice must be submitted to the other party, not more than one hundred and five (105) nor less than sixty (60) days prior to the anniversary date and each year thereafter, of its intention to reopen and amend, modify, or terminate the agreement. When such notice is given, the parties shall meet for the purpose of negotiating the amendments or modifications not later thirty (30) days prior to the anniversary date. The conduct of such negotiations shall be determined at that time by a Memorandum of Agreement. If negotiations are not concluded prior to the expiration date, the Agreement will terminate on the anniversary date but may be extended by mutual consent in increments of forty-five (45) days.

NEGOTIATION TEAMS

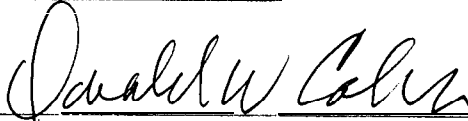
FOR THE UNION:



STEVEN HANTZIS, Representative
National Federation of Federal Employees


SILVA L. JONES-FISHER
Team Member


PERMISSA LANG
Team Member


FOR THE EMPLOYER:


DONALD W. COBELL, JR.
Chief Negotiator

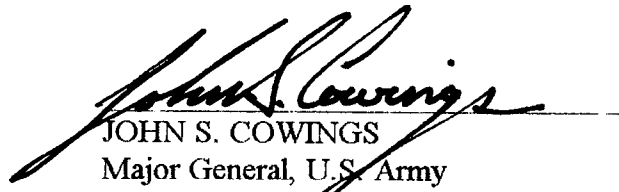

LAWRENCE R. ZERMAN
Team Member

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE EXECUTED THIS
AGREEMENT ON THE 20 t h DAY OF JANUARY 1994.

FOR THE UNION:


JAMES D. CUNNINGHAM
President
NFFE Local 405

FOR THE EMPLOYER:


JOHN S. COWINGS
Major General, U.S. Army
Commander, U.S. Army Aviation and
Troop Command

APPROVED BY HEADQUARTERS, U.S. ARMY MATERIEL COMMAND

DATE 20 FEBRUARY 1994